

7. Approve Change Order #1 to CC-1193-03/BJC – Wilson’s Landing (Formerly Wekiva Park/Hutchinson Property) with Pooley Enterprises, Inc. of Orlando (\$24,165.00).

CC-1193-03/BJC provides for all labor, materials, equipment, coordination, transportation and incidentals necessary for the construction of a park facility consisting of site work, drainage, utilities, paved path, parking lot, mooring dock and landscaping.

CC-1193-03/BJC was awarded by the Board at their meeting on 11/26/02. Because of issues with running the water line to the Park property, the Notice to Proceed was not issued until over a year later on 12/15/03. Due to the one year delay, Pooley has had to renegotiate their subcontracts and had increases in material and labor costs. Pooley requested an additional \$31,323.00 to cover their increased costs. This was negotiated down to \$24,165.00.

The following is a summary of the cost of the contract:

Original Contract Sum	\$195,000.00
Amend #1, approved by the Board on 1/15/04 (added restroom alternate)	73,500.00
Add Change Order #1	<u>24,165.00</u>
Revised Contract Sum	\$292,665.00

Funds are available in account number 113200-56063000. Library and Leisure Services/Parks Division and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve and authorize the County Manager to execute the Change Order.

**SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS**

**PURCHASING DIVISION
(407) 665-7116**

**1101 E. First Street
Sanford, Florida 32771-1468**

Contract No: CC-1193-02/BJC Initiation Date: 2-25-04
Change Order No: 1 Account No: _____
Contract for: Wilson's Landing Park Construction Project

Original: \$ 268,500.00
Contract Date: Nov. 26, 2002
Arch/Eng Project No: 9915.13

You are requested to make the following change(s) in this contract:

Contractor's delay impacts to start project over (1) year late to NTP of 12/15/2003.
Reason for change(s):

Due to (1) year delay in construction start.

Original Contract Sum.....	\$ <u>268,500</u>
Contract sum prior to this change order.....	\$ <u>268,500</u>
Change order <u>(increase)</u> (decrease) (unchanged)	\$ <u>24,165</u>
New contract sum including this change order will be.....	\$ <u>292,665</u>
Contract time will be <u>(increased)</u> (decreased) <u>(unchanged)</u>	
By () calendar days	No calendar day.....
Final completion date through this change order.....	<u>April 24, 2004</u>

Waiver This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between County and Contractor that the Change Order represents and equitable adjustment to the Agreement and that Contractor shall waive all rights to file a Contract Claim of any nature on this Change Order. Execution of this Change Order shall constitute Contractor's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

Acknowledgements The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR AND ARCHITECT/ENGINEER AS APPLICABLE.

Joe Gasparini
Project Manager

PARSONS & REC

Department/Division

By: 2/27/04

Date: JOE GASPARINI

J. Rick Maglot
Architect/Engineer

423 SOUTH KELLER RD
Address ORLANDO, FL 32810

By: J. RICK MAGLOT

Date: 2/27/04

Richard Pooley
Contractor (Seal)

7081 GRAND NATIONAL DR
Address SUITE 101, ORLANDO, FL 32811

By: RICHARD POOLEY, PRES

Date: 2/25/04

Approved as to form & legal sufficiency:

[Signature]
County Attorney

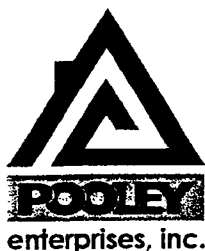
3/2/04
Date

**SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS**

Date: _____

SEMINOLE COUNTY CHANGE ORDER ATTACHMENT

[illegible]



DRAFT

HOSPITALITY BUILDER

OFFICE: (407) 363-1993 TELEFAX: (407) 363-1099

January 26, 2004

Mr. Jeffrey Hayes, Senior Coordinator
Seminole County - Parks and Recreation Division
845 Lake Markham Road
Sanford, FL 32771

Re: Wilson's Landing (Formerly Wekiva Property)
Seminole County, FL CC-1193-02/BJC
Change Order Request No. 1 Back-up Information

Dear Mr. Hayes:

Pursuant to your request for additional information, Pooley Enterprises, Inc. (PEI) hereby provides the following back-up information in addition to that previously submitted for Change Order Request No. 1 - delayed start impacts. The breakdown of these costs was divided out between our base bid and Alternate No. 1 for the restroom. Since Alternate No. 1 has been accepted and is now part of the total contract, the following provides our total cost breakdown used to calculate and quantify our delay damages for the total contract work amount of \$268,500.

During the bidding of this project, we calculated lower than normal general conditions, overhead and profits. Our strategy was that this project was anticipated to be performed consecutively with another similar type project which we had been awarded in September 2002, the construction of Ocoee's Freedom Park, which also had the same design team. Our anticipated advantage to executing these projects together was lost and so was the monetary value associated with such advantage.

Our organization has grown and changed dramatically during the course of the last year. During bidding of this project in October 2002, our general conditions, office overhead and fee were calculated by a percentage of total project direct costs. With the induction of senior officers, upper management, a director of business and administration, and updated software and computer networking, our organization has grown into a more efficient, detailed oriented general contractor. Should this same project bid today, specific general condition and overhead activities can be shown calculated as assigned costs applied to a project. Naturally, with growth come greater overhead costs. Whereas our costs to manage projects have almost doubled in the past year, these costs are still competitive in the industry and our organization can handle more and larger projects more efficiently than before.

7081 Grand National Drive, Suite 101, Orlando, Florida 32819

General Conditions**+ \$8,055.00**

Our original budget has \$22,854 constituting 8.5% of the contract amount, requesting increase to \$30,909 to 11.5% of the contract amount.

PEI's job overhead, or general conditions, is determined by the analysis of the direct assignable overhead involved in building the project and those items required in the contract documents, typically as general conditions, including but not limited to most jobsite-related overhead items.

Office Overhead**+ \$5,370.00**

Our original budget has \$8,000 constituting 3% of the contract amount, requesting increase to \$13,370 to 5% of the contract amount.

PEI's office overhead costs include unassignable items that cannot be readily charged to any project but represent the cost of operating our company, regardless of whether a project is being executed. These costs are prorated and charged to each project and calculated based on the backlog of projects at time of construction, the length of time and complexity of the project.

Self-Perform Labor and Material Increases**+ \$5,488.00**

During the past year, PEI, Inc. increased payroll rates for our existing self-perform workers, hired additional skilled labor and supervisory personnel, providing them competitive pay rates, and provided across the board pay scale increases for cost of living and inflation for all employees. To calculate this figure, we revised our original estimate reflecting our updated rates and imputed to-date rates for self-perform labor, materials and equipment.

Subcontracted Labor and Material**+ \$8,055.00**

This value is to cover increased costs during purchasing of subcontracted work and constitutes 3% of the contract amount. As previously explained, PEI, Inc. had estimated this project based on anticipated purchasing power by administering this project along with the Ocoee's Freedom Park. Proposals received over a year ago are null and void and we have been impacted by increased subcontract proposals. To-date, at approximately 50% purchased, we have reported over \$5,000.00 in over budget items in subcontractor buy-outs due to these impacts. We are attempting to minimize these impacts through aggressive bidding and calling in favors with our regular subcontractors.

Allowances @ 15%**+ \$4,045.00****Bond Premium @ 1%****+ \$310.00****Total Change Order Request:****= \$31,323.00**

X
17.7

Should you require any further assistance or information, please do not hesitate to call.
Thank you for your cooperation in these matters.

Sincerely,
Pooley Enterprises, Inc.

Gary P. Ameral
Vice President of Operations

CC: PEI, Inc. – RP,DH,CH
File

settled @ 15%
8% + 1% Bond = 9%
for = \$24,165
2-24-04
w/ Peter Maloney
Joe Gasparini